

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

MERCHANT CAPITAL, LLC, and	)	
NEW SUNSHINE, LLC	)	
	)	
Plaintiffs and	)	
Counterclaim Defendants,	)	
	)	
v.	)	CASE NO. 1:13-cv-0873-JMS-DML
	)	
MELANIA MARKS SKINCARE, LLC	)	
	)	
Defendant and	)	
Counterclaim Plaintiff.	)	

**MELANIA MARKS SKINCARE, LLC'S**  
**FINAL WITNESS AND EXHIBIT LIST**

COMES NOW Melania Marks Skincare, LLC, by counsel, and respectfully submits its Final Witness and Exhibits Lists pursuant to the Case Management Plan previously approved by the Court.

**FINAL WITNESS LIST**

1. Jonathan E. Gross  
Assistant General Counsel (former)  
The Trump Organization  
725 Fifth Avenue  
New York, NY 10022
2. Scott Matthews  
General Counsel and Senior Vice President/Executive Director  
of Branding (former)  
New Sunshine, LLC  
Indianapolis, Indiana  
Present address: 8342 Tequista Circle, Indianapolis, Indiana

3. Eric Weber  
President (former)  
New Sunshine, LLC  
Indianapolis, Indiana  
Present address: To be disclosed promptly upon determination.
4. Melania Trump  
Melania Marks Skincare, LLC  
725 Fifth Avenue  
New York, NY 10022
5. Matthew Cotton  
Chief Executive Officer/President  
New Sunshine, LLC  
Indianapolis, Indiana
6. Rodney Smith  
Manager, Merchant Capital, LLC  
Eau Claire, Wisconsin
7. Cathy Hoffman Glosser  
Executive Vice President, Global Licensing  
The Trump Organization  
725 Fifth Avenue  
New York, NY 10022
8. James Anderson  
General Counsel/In-House Corporate Counsel  
Menards, Inc.  
Eau Claire, Wisconsin
9. Stephen C. Hilbert  
c/o Linda Pence  
Pence Hensel LLC  
135 North Pennsylvania Street  
Suite 1600  
Indianapolis, Indiana 46204
10. Any person identified on the Final Witness List of either Plaintiff.
11. Any person who is necessary to authenticate a document which is to be offered into evidence if authentication is not stipulated.
12. Rebuttal witnesses, as necessary, none of whom are presently known.

FINAL EXHIBIT LIST

1. Amended Complaint.
2. Answer to Amended Complaint, including Counterclaims.
3. Plaintiffs' Case Contentions.
4. Defendant's Case Contentions.
5. May 31, 2013 Affidavit of Matthew Cotton filed in this case.
6. June 3, 2013 Affidavit of Rodney Smith filed in this case.
7. Third Operating Agreement of New Sunshine dated September 2, 2010.
8. Operating Agreement of MH Investors Gaming, LLC provided to Mr. Gross by Mr. Matthews.
9. Operating Agreement of MH Equity Managing Member, LLC provided to Mr. Gross by Mr. Matthews.
10. Operating Agreement of MH Investors Sun, LLC provided to Mr. Gross by Mr. Matthews.
11. September 14, 2011 e-mail from Melania Trump to Stephen Hilbert.
12. December, 2011 Employment Agreement for Eric Weber.
13. December, 2011 Employment Agreement for Scott Matthews.
14. January 2012 e-mails concerning structure of the deal.
15. January 20, 2012 e-mail from Scott Matthews to Jonathan Gross.
16. January 25, 2012 e-mail exchange between Jonathan Gross and Scott Matthews, with revised proposed Agreement.
17. February 2, 2012 e-mail from Mr. Matthews to Mr. Gross (negotiations).
18. February 13, 2012 e-mail from Scott Matthews to Jonathan Gross (discussions of contract and proposed draft of Agreement).
19. February 29, 2012 e-mail from Stephen Hilbert to Scott Matthews, re: Melania meeting.

20. March 2, 2012 e-mail from Scott Matthews to Cathy Glosser (transmission of Operating Agreements).
21. March 2, 2012 e-mail from Jonathan Gross to Scott Matthews (confirmation of this morning's meeting, with checklist of issues discussed, including confirmation that Eric Weber is president of New Sunshine and to serve as manager).
22. March 15, 2013 Exclusive Lotion Manufacturing Supply Agreement.
23. June 13, 2012 Licensing Agreement between New Sunshine and Kardashian Entities.
24. June 19, 2012 Exclusive Lotion Supply Agreement.
25. March 2, 2012 e-mail from Scott Matthews to Cathy Glosser, with New Sunshine Operating Agreement.
26. July 2, 2012 Exclusive Premier Chain Salon Agreement
27. July 3-5, 2012 e-mails between Scott Matthews and Cathy Glosser (negotiation of terms).
28. July 5, 2012 e-mail from Mr. Matthews to Mr. Gross (negotiation of Agreement's terms); related e-mail chain.
29. July 21, 2012 e-mail from Scott Matthews to Cathy Glosser.
30. July 31, 2012 e-mail to Mr. Gross (Scott Matthews' changes to proposed Agreement) with attached redline Agreement.
31. August 1-3, 2012 e-mail exchange between Cathy Glosser and Mr. Matthews, Stephen Hilbert, Melania Trump, and Mr. Gross (negotiation of terms).
32. August 6, 2012 e-mail from Mr. Gross to Mr. Matthews (with draft of proposed Agreement, and related draft).
33. August 10, 2012 notes apparently prepared by Mr. Gross based on possible call with Mr. Matthews.
34. August 20, 2012 Executive Committee Minutes.
35. August 24, 2012 e-mail from Mr. Hilbert to Ms. Glosser, with copy to Mr. Matthews.
36. August 24, 2012 e-mails between Mr. Gross and Mr. Matthews concerning the proposed transaction.

37. September 5, 2012 e-mail exchange between Mr. Matthews and Mr. Gross (negotiations of terms of Agreement).
38. September 6, 2012 DK's letter to Scott Matthews.
39. September 7, 2012 e-mail from Mr. Gross to Mr. Matthews, and related e-mail chain (organizational documents).
40. September 12, 2012 e-mail exchange between Mr. Matthews and Mr. Gross (Operating Agreements).
41. September 13, 2012 e-mail from Teresa Graham to Mr. Gross (New Sunshine Operating Agreements).
42. October 9, 2012 Board of Managers Meeting – Agenda.
43. October 18, 2012 e-mail from Mr. Gross to Mr. Matthews.
44. October 27, 2012 Production Assistance Agreement.
45. Executed License Agreement between Melania Marks Skincare, LLC, as Licensor, and New Sunshine, LLC, as Licensee, dated November 1, 2012.
46. November 2012 e-mails concerning structure of the deal.
47. November 1, 2012 e-mail from Scott Matthews to Jonathan Gross (“Changes are fine.”)
48. November 1, 2012 e-mail from Jonathan Gross to Scott Matthews (Resolution of New Sunshine's Board of Managers).
49. November 1, 2012 e-mail from Scott Matthews to Mr. Gross (“Let's sign the deal and start selling documents.”).
50. Unanimous Written Consent to Resolutions of the Board of Managers of New Sunshine, LLC dated November 1, 2012.
51. Signatures to Unanimous Consent of New Sunshine, LLC Board of Managers to License Agreement With Melania Marks Skincare, LLC, with related transmittal e-mail dated November 1, 2012.
52. November 1, 2012 e-mail exchange between Mr. Gross and Mr. Matthews concerning evidence of Eric Weber's authority to execute the Agreement, and New Sunshine Resolution authorizing Eric Weber to execute license agreement.

53. November 9, 2012 e-mail exchange between Mr. Gross and Mr. Matthews.
54. Wiring instructions for payment required by the License Agreement in November 9, 2012 e-mail to Mr. Matthews from Mr. Gross.
55. November 12, 2012 e-mail chain between Scott Matthews and Jonathan Gross, re: executed Agreement.
56. November 13, 2012 e-mail from Jonathan Gross to Scott Matthews, and related e-mail chain, re: execution of Agreement, and payment.
57. November 14, 2012 e-mail from Ronald Lieberman to Scott Matthews, re: insurance.
58. November 14, 2012 e-mail from Scott Matthews to Jonathan Gross, re: completed Agreement.
59. November 20, 2012 e-mail exchange with Melania Trump.
60. Complaint filed November 27, 2012 by *Merchant Capital, et al. v. MH Equity Managing Member, et al.* as Case No. 12 CV 734 in Circuit Court of Eau Claire County, Wisconsin.
61. November 28, 2012 e-mail from Martin Sperry to Angie Provo and Scott Matthews, re: Press Lunch.
62. November 29, 2012 W Magazine Article from DKC concerning Collection Preview.
63. November 29, 2012 e-mail from Melania Trump to Angie Provo, re: Collection Preview Attendance.
64. Melania Skincare Editor Breakfast Event, Media Recap, November 28, 2012.
65. November 30, 2012 e-mail from Scott Matthews to Melania Trump, re: status of promoting the products.
66. January, 2013 Article on Melania Trump in "Avenue Magazine."
67. January 4, 2013 e-mail from Angie Provo concerning launching of Melania Skincare products.
68. January 21, 2013 Executive Meeting Minutes.
69. January 28, 2013 e-mail from Melania Trump to Scott Matthews, re: StyleWatch.

70. February 2, 2013 e-mail from Angie Provo to Scott Matthews, with Lord and Taylor sales brochure.
71. February 4, 2013 Executive Meeting Minutes.
72. February 6, 2013 e-mail from Scott Matthews to Eric Weber, re: Five corporate development opportunities.
73. February 12, 2013 e-mail exchange between Angie Provo and Melania Trump, re: MT boxes.
74. February 22, 2013 e-mail from Angie Provo, re: “urgent projects.”
75. February 25, 2013 e-mail from Melania Trump to Scott Matthews, re: Web site and store display.
76. February 26, 2013 “Melania Trump Debuts Premiere Skin Care Collection” Article.
77. February 27, 2013 e-mail from Eric Weber to RO Smith, transmitting “Melania license agreement.”
78. February 27, 2013 e-mail from Melissa Sgaglione to Melania Trump, re: Appearance on The Apprentice to promote the licensed products.
79. March 1, 2013 e-mail from Matt Cotton to Eric Weber, terminating employment.
80. March 5, 2013 e-mail from Matt Cotton to Melania Trump (“I want to assure you that we are confident . . .”)
81. March 8, 2013 e-mail from Melania Trump to Matt Cotton (“Thank you for your kind note.”)
82. March 13, 2013 letter from James Anderson to Melania Marks Skincare informing that “this contract is void and unenforceable.”
83. Order dated March 13, 2013 from the Circuit Court of Eau Clair County, Wisconsin in Case No. 12 CV 734.
84. March 15, 2013 e-mail from James Anderson to Melania Trump, transmitting March 13, 2013 letter advising of “void and unenforceable contract” and Wisconsin Court Order Granting Preliminary Injunction.”
85. March 20, 2013 letter from James Anderson to Alan Garten (“without admitting there is a binding agreement . . . )

86. Melania Skincare Editor Breakfast Event, Media Recap.
87. Samples of the licensed products.
88. Interrogatory Answers signed in this case.
89. Deposition testimony to be designated and counter-designated pursuant to Pretrial Conference Order.
90. Charts or diagrams to condense, summarize, or demonstrate facts.
91. Demonstrative enlargements of any of the foregoing.

Respectfully submitted,

s/ Norman T. Funk

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*Counsel for Melania Marks Skincare, LLC*



CERTIFICATE OF SERVICE

I hereby certify that on October 7, 2013, a copy of the foregoing **Final Witness and Exhibit List of Melania Marks Skincare, LLC** was filed electronically. Notice of this filing will be sent to the following parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

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s/ Norman T. Funk

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